

COLLECTIVE AGREEMENT

B E T W E E N:

WELLAND AND DISTRICT HUMANE SOCIETY
(hereinafter referred to as the "Employer")

A N D:

CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
AND ITS LOCAL 1287
(WELLAND DISTRICT HUMANE SOCIETY UNIT)
(hereinafter referred to as the "Union")

July 1, 2007 – June 30, 2011

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COLLECTIVE AGREEMENT

BETWEEN:

WELLAND AND DISTRICT HUMANE SOCIETY
(hereinafter referred to as the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
and its LOCAL 1287
(Welland District Humane Society Unit)
(hereinafter referred to as the "Union")

ARTICLE 1 – PREAMBLE

1.01 The general purpose of this agreement is to establish collective bargaining relations between the Employer and the Union, to continue the co-operation and spirit of good will between the Employer and its employees, to provide machinery for the prompt disposition of grievances arising under this agreement, and to set forth negotiated conditions of employment for all employees who are subject to this agreement. The Union recognizes that it is essential that a spirit of co-operation exist between the Employer, the Union and the employees because the Employer operates a charitable organization dedicated to the care and welfare of animals.

1.02 STATEMENT OF PRINCIPLE

The aims and objects of the W.D.H.S. are to prevent cruelty, unnecessary pain and suffering and neglect of animals. This humanitarian purpose takes precedence over all other consideration. (see Ontario S.P.C.A. 1955) No person employed by this Society shall neglect his or her duty to adhere to this aim if, as a result, an animal is caused to suffer pain or neglect.

The C.U.P.E. recognizes the purposes and aims of the W.D.H.S. and accepts the commitment contained in paragraph 1 on behalf of the members in Local 1287.

The W.D.H.S. recognizes and accepts the valid aim of C.U.P.E. to obtain and preserve good working conditions, fair salaries and job security.

The W.D.H.S. guarantees to co-operate fully with C.U.P.E. to develop and maintain a harmonious working relationship for the mutual benefit of both organizations.

The C.U.P.E. accepts and understands the necessity for working procedures to be ignored or suspended temporarily, if this is necessary to avoid animal suffering, i.e. an emergency situation(s).

The W.D.H.S. agrees not to invoke an "emergency" without prior consultation with C.U.P.E. if this is possible, and in any case, to advise C.U.P.E. of the existence of an "emergency" situation without delay. The W.D.H.S. further agrees to terminate the "emergency" situation as soon as possible, again in consultation with C.U.P.E.

C.U.P.E. understands and accepts that W.D.H.S. is a statutory organization, chartered under the Ontario S.P.C.A. Act, which consists primarily of unpaid, volunteer members and agrees not to take any action to discriminate or interfere with those members' rights.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees save and except **office administrator**, manager and persons above the **rank of** manager.
- 2.02 The word "employee" in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement. All agreements made with the Employer must be in writing and signed by both parties and carry the Employer and Union's approval.
- 2.04 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available.

Volunteers shall not perform any bargaining unit work, except in extreme cases of emergency or educational purposes.

ARTICLE 3 - PART TIME EMPLOYEES

- 3.01 **Casual Relief employees are employees that are not scheduled. They are called in as needed for relief shifts. They shall be paid at 85% of the regular full time hourly rate for the classification they are providing relief in.**
- 3.02 **Part-time Employees (B) are employees regularly employed for less than twenty-five (25) hours per week. On completion of their training and trial periods Part-time employees (B) will be paid at 85% of the regular full time hourly rate for the classification and effective January 1, 2011, paid a further 3% in lieu of benefits.**

Scheduled Part-time Employees (A) are employees employed between twenty-five (25) and thirty-four (34) hours per week. On completion of their training and trial periods Scheduled Part-time employees (A) will be paid at 90% of the regular full time hourly rate for the classification and effective January 1, 2011, paid a further 5% in lieu of benefits.

In the event a part-time employee (B) works more than twenty-five (25) but less than thirty-four (34) hours per week they shall be compensated at the Scheduled Part-time (A) rate for all hours in excess of twenty-five (25) hours.

Notwithstanding the foregoing it is agreed that when Scheduled Part-time (A) or Part-time employees (B) are authorized by the employer to replace regular full time employees they shall be compensated at the appropriate full time rate and effective January 1, 2011, be paid an additional 5% in lieu of benefits for all hours worked.

It is agreed that the employer will not use this provision to avoid posting and filling Scheduled Part- time or Full Time positions.

- 3.03** Part-time employees will become part time seniority employees upon thirty (30) completed shifts.
- 3.04** A part-time seniority list will be posted in the Shelter at all times at the following locations:
- a) Bulletin board in the main office area
 - b) Bulletin board in the staff lunch room
 - c) Bulletin board in the Agents' office
- 3.05** When part-time help is required, part-time seniority employees will be called in on a rotational basis before any casuals are called in.
- 3.06** Part-time seniority help will be called in as needed to perform kennel attendant's duties and receptionist's duties as required as well as the current practice regarding Saturdays and Sundays being maintained.
- 3.07** Vacations and Holiday Pay for part time seniority employees will be in accordance with the Employment Standards Act.
- 3.08** Part-time employees are not eligible for benefits under Articles 16 and 20.
- 3.09** Casual Employees
- 1. A casual employee is an employee with no regular scheduled hours of work.
 - 2. A casual employee will become a seniority casual employee upon thirty (30) completed shifts.
 - 3. A casual seniority list will be posted in the shelter at all times at the following locations:
 - a) Bulletin board in the main office area
 - b) Bulletin board in the staff lunch room
 - c) Bulletin board in the Agents' office
- 3.10** **Casual Relief employees with seniority shall be used to fill shifts that remain available after seniority employees have been offered the opportunity to work.**

ARTICLE 4 - UNION SECURITY

- 4.01 All employees covered by the Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees, shall, as a condition of continued employment, become and remain members in good standing in the Union upon thirty (30) completed shifts.
- 4.02 The Employer agrees that it will deduct from the earnings of each employee as defined in Article 1.01 in each month Union initiation fees, special assessments, and regular Union dues certified by the Union to the Employer to be currently in effect according to the Union's Constitution. Such deductions shall be made from the monthly pay of such employee in an amount certified by the Union to the Employer and shall be remitted to the Union at the end of the calendar month in which they are deducted.
- 4.03 In order that the Employer may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Employer, in writing, over the signature of the signing officer of the Union, of the amount of the deduction to be made by the Employer for regular union dues, initiation fees and special assessments uniformly levied and the Employer shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.

ARTICLE 5 – RELATIONSHIP

- 5.01** The parties agree that they will comply with the *Human Rights Code* and the *Ontario Labour Relations Act*, as amended from time to time. **Further, the Parties shall endeavour to conduct labour management business in a mutually respectful manner.**
- 5.02 The Union agrees that no Union member will conduct Union activities on the premises of the Employer **without Management permission** except as specifically permitted by this Agreement.
- 5.03 Management agrees that periodic and reasonable use of Employer time and shelter property to conduct Union business i.e. phone, fax, computer etc. is acceptable.**
- 5.04 The Employer shall allow the Union reasonable office space for the storage of documents, files and correspondence necessary for performing the various functions of the Union. The Employer shall not be liable for theft or damage to Union property stored on the employer's premises.**
- 5.05 The society shall make available to the union on request, information relating to wage rates and pension and group insurance.**

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Except as, and to the extent specifically modified by this agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. **The employer shall exercise those rights in good faith and in a manner that is fair and reasonable.** Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline, suspend and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 9.11 of this agreement.
- (b) The right to hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall; to plan, direct and control shelter operations; to select and retain employees for positions excluded from the bargaining unit, provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit.
- (c) The right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces, the standards of animal care; the schedules of work; the number of shifts; the methods, processes and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work, the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation or machine; the number of hours to be worked, and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Employer.

6.02 The Society shall make available to the Union, on request, information relating to wage rates and pension and welfare plans.

ARTICLE 7 - NO STRIKE OR LOCK-OUT

7.01 The Union undertakes and agrees that while this agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Employer, nor shall there be any sympathy strike and the Employer agrees that it will not engage in any lockout during the term of this agreement.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The Union may elect or appoint Union Committees. No one shall be eligible to serve as a steward or officer of the Union unless **they are** an active employee of the Employer **with** seniority.
- 8.02 The Union will inform the Employer in writing of the identity of the Stewards, Health and Safety Representative (as per OHSA), and officers of the union and the Employer shall not be obliged to recognize such personnel until it has been so informed.
- 8.03 For the purpose of this agreement the stewards and representatives, together with the officers of the Local Union, shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this agreement is faithfully carried out.
- 8.04 It is understood that a Steward has **their** regular work to perform on behalf of the Society and that **they** will not leave **their** work without obtaining permission from the Manager. When resuming **their** regular work **they** will report to the Manager and will give any reasonable explanation which may be requested with respect to his absence. It is clearly understood that a Steward will not absent **them self** from **their** regular work unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Society agrees to compensate, in accordance with the terms of this Agreement, a Steward for any regular working hours spent in servicing grievances of employees; and also a Union Grievance Committee member, a Union Negotiating Committee member for time spent in attending meetings with the Society during normal working hours excluding any time spent in negotiations under a Conciliation Officer or thereafter until agreement is reached.
- 8.05 **When the Shelter Manager or other Employer representative intends to conduct a formal meeting with an employee:**
- (a) **to investigate matters for the purpose of determining whether to take disciplinary action against that employee; or**
 - (b) **for discipline or termination of employment, the employee shall have the right to be accompanied by and represented by the Local Union President or a designate identified by the Union. The Employer shall notify the employee of this right and notify both the employee and the Union of the time and place for the meeting.**

The Employer will attempt to provide both the employee and the Union with at least one (1) day notice of the time and location of the meeting. Such notice shall indicate the general purpose of the meeting. In the case of a meeting to terminate an employee, the meeting may proceed in the employee's absence.

The foregoing language is not intended to preclude the Employer from initiating a query to gather information regarding an incident or complaint about which the Employer believes the employee would or should have knowledge. Informal queries should be conducted in an appropriate environment.

- 8.06** The local Union may have the assistance of CUPE National Staff representative(s) at any time when dealing with the Employer on matters arising from or related to the collective agreement. If the local Union requires the participation of their CUPE staff representative(s) at a meeting, the Employer shall be notified and such meeting shall be scheduled, or if necessary adjourned and rescheduled, so the Parties can ensure appropriate representation is present. It is further agreed that the Employer may request that the local Union's assigned CUPE staff representative attend a meeting being scheduled with the local Union representatives provided such request is issued to the CUPE National staff representative by the Shelter Manager or Board of Directors through the local Union President (or their respective designates). Such request will not be unreasonably denied.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** The grievance procedure is an important tool in the successful administration of this Agreement. The Employer and the Union agree the following grievance procedure shall be used to facilitate the prompt disposition, decision and final settlement of any grievance arising from the interpretation, application or alleged violation of this agreement or applicable legislation. Wherever the term "grievance procedure" is used in this agreement it shall be considered as including mediation and arbitration procedures.
- 9.02** A "Grievance" is an unresolved disagreement between the parties, dealing with any issue arising from the interpretation, application or alleged violation of this collective agreement or applicable legislation.
- 9.03** All time limits referred to in the grievance procedures shall be deemed to mean "working days" excluding weekends and holidays. Time limits may be extended by mutual agreement of the parties. The Local Union President and/or their designate shall promptly receive a copy of all correspondence regarding grievances or labour management issues.
- 9.04** The Employer shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Employer in writing at Step 2 of the grievance procedure within three (3) days from the Managers reply to step 1.
- 9.05** **STEP NO. 1 - (COMPLAINT STAGE)**

If an Employee has a complaint they shall discuss the matter with the Manager before reducing the complaint to writing in the form of a grievance. Such discussion must take place within five (5) days of the event(s) on which the complaint is based or has come to the attention of the complainant. If the Employee wishes, they may have a Union steward accompany them to meet the Manager. The Manager shall give the complainant an answer as soon as possible, but not later than three (3) days after their discussion. If the Manager's verbal (or written) reply at step 1 is not satisfactory to the complainant, the next step must be taken not later than three (3) days after the Manager's answer.

STEP NO. 2

- (a) At this step the complaint shall be reduced to writing as a grievance and presented to the Manager or their designated representative not later than three (3) days following receipt of the Manager's reply at Step 1. The written grievance shall identify the complaint or facts giving rise to the grievance; the section or sections of the Agreement/Legislation claimed violated and the redress requested. The grievance shall be on an official form signed by a steward or an officer of the Union.**

- (b) A meeting will be held between the grievor, the Steward and the Manager within five (5) days of the submission of the written grievance. An officer of the Local and /or a National Staff Representative may attend at the request of the Steward or Manager. A written response from the Manager outlining any decision(s) reached at or following the meeting will be issued not later than three (3) days following the meeting.**

STEP NO. 3 - MEDIATION

Prior to a grievance being submitted to arbitration, either party may request the assistance of a Grievance Mediation Officer. If the parties utilize the mediation process, the time limits for a grievance to proceed to arbitration will be temporarily suspended to allow for the mediation meeting. In the event the grievance is not resolved in mediation, the time limits will recommence the day following said meeting.

In addition to the grievor(s), the Union shall be allowed to have a committee of three (3) in attendance during a grievance mediation meeting, one (1) of who shall be the President of the Local Union and or their designate. The Union shall also be able to utilize the services of its National Representative(s) at any time.

The parties will equally share the cost of Grievance Mediation Officer's services.

STEP NO. 4 - ARBITRATION

If not resolved at Step 2 or Step 3 the party with carriage of the grievance may within ten (10) days of the written reply at Step 2 or within five (5) days following a Mediation hearing at which the matter was discussed and not resolved, submit the grievance to Arbitration. Notice of the intent to proceed to Arbitration will be given to the other party in writing.

Should Arbitration be necessary, the Parties agree to utilize a single Arbitrator. The selection of the Arbitrator shall be by mutual agreement within thirty (30) days. In the event the Parties are unable to agree on an Arbitrator, either Party may approach the Minister of Labour to have an Arbitrator appointed.

- 9.06 The Arbitrator may use their discretion to alter the redress sought in a grievance but shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement.**

- 9.07** The Union and Employer shall be responsible for their own costs/expenses for anything incidental to an arbitration proceeding. The fees and charges of the Arbitrator shall be borne equally by the two parties.
- 9.08** Whereas the parties to this agreement are committed to resolving any and all differences that may arise between them in as efficient a manner as possible the time limits and other procedural requirements set out in this Article are to be followed insofar as is practicable to do so. Failure to process a grievance in accordance with the requirements of the grievance procedure may be deemed a complete waiver if the other party has been unfairly prejudiced by the failure to follow the procedure.
- 9.09** A decision of settlement reached at any stage of the grievance procedure shall be final and binding upon all parties, including the complaining Employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 of the grievance procedure, both the Employer's representatives and the Union representatives who agree on such settlement shall sign the settlement details as written up along with the grievance, so that no question or argument may arise as to what the settlement was.
- 9.10** An Employer grievance may be initiated by the Employer through the Shelter Manager to the Union through the President of the Local, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known, or ought to have been known, by the Employer. A meeting between the Employer and the Union shall, where practicable, be held within ten (10) working days of the submission of the written grievance. The Union shall give its written decision within ten (10) working days after such meeting has been held. All relevant portions of the grievance procedure shall apply when attempting to resolve the Employers Grievance.
- 9.11** Group and or Policy grievances shall be processed in the same manner as individual grievances except that the Union will select no more than two (2) Employees who shall act as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.
- 9.12** **DISCIPLINE AND DISCHARGE** - Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal or suspension may follow, the Employer shall advise the Employee within seven (7) days of becoming aware of the incident, giving written particulars of such censure to the President of the Union and or their designate with a copy to the Employee involved.

The parties agree the purpose of imposing discipline should be corrective rather than punitive in nature. The parties also recognize the concept that, where discipline is warranted, "the penalty imposed should be proportionate to the infraction". To that end the parties agree to utilize the concept of progressive discipline. In doing so the parties recognize the specific circumstances in any situation that could warrant discipline must be considered when determining the appropriate level of discipline. As a general rule, when the employer deems discipline is warranted the minimum level of discipline considered necessary to correct performance or behavioral issues will be imposed. The Union acknowledges that depending on the circumstances at issue and the existing

discipline on an employee's record, the employer options for discipline can range from verbal warnings, to written warnings and suspensions of various lengths up to and including termination. The employer acknowledges that imposed discipline is subject to the grievance and arbitration procedure if the union considers the imposed discipline excessive under the circumstances.

- 9.13 A claim by an employee other than a probationary employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager or their representative at Step 3 within three (3) working days after the discharge or suspension, or within three (3) working days after the Union has been notified, whichever is the later.
- 9.14 The Employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge has not been made arbitrarily in bad faith or contrary to the Human Rights Code. A claim by a discharged probationary employee that the employer has violated this paragraph shall be treated as a grievance.
- 9.15 When the Employer deems it necessary to place a negative or disciplinary notation in writing on the employee's record, or to suspend or discharge an employee, the Employer will provide to the employee concerned a written statement outlining the reason for notation, suspension or discharge. The Employer will provide a copy of the written document to the Secretary of the Union at the time it is issued to the employee.
- 9.16 **Record of Discipline:** The disciplinary record of an employee shall be expunged from their file eighteen (18) months following suspension or disciplinary action including letters of reprimand or any adverse reports.
- 9.17 **Letters of Expectation:** A Letter of Expectation is a non-disciplinary record of an issue that has been brought to the attention of an employee by the employer in the form of a face-to-face discussion. These letters are intended to serve as written clarification of workplace policies or practices or to clarify expectations that the employer has for employees regarding job performance concerns or workplace behavior issues which, if left uncorrected, could lead to discipline. Letters of expectation must include a notation that they are non-disciplinary. These letters may be retained in an employees file for information purposes only. If the issue that generated the non-disciplinary letter of expectation does not recur within twelve (12) months, the letter shall be expunged from the employees file and the employee will be notified of the letters removal.

ARTICLE 10 – SENIORITY

- 10.01 (a) Seniority is defined for the purpose of this agreement as the length of continuous service of any employee of the Employer upon **forty (40)** completed shifts. Prior to the date such employee actually attained seniority by completing his probationary period in the manner set forth in Article 10.01(b) hereof, and shall apply only to the extent specifically provided in this agreement.

- (b) An employee having less than **forty (40)** completed shifts shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired (subject to Article 10.01(a) hereof), seniority will be regarded as having started from the date of the first completed shift.
- 10.02 (a) The promotion or transfer of employees to positions outside the bargaining unit but within the employer's employment is not covered by this Collective Agreement, and shall not be subject to the terms of this Agreement except that such employees will retain seniority after promotion or transfer, for up to one (1) year and if demoted or transferred for any reason to a position which is subject to the Agreement such employee shall be given the seniority credit at the time of the promotion or transfer provided it is within one (1) year as specified above.
- (b) Should an employee in a permanent non-bargaining unit position who is terminated or declared redundant and has retained seniority from a bargaining unit position will have all rights and privileges for one (1) year after leaving the bargaining unit. After one (1) year the employee will lose all seniority and service rights under the Collective Agreement.
- (c) Any temporary assignment of a bargaining unit member to a non-bargaining unit position shall require the prior mutual agreement of the parties in writing. Such employees will retain their seniority but will not accumulate further seniority until returned to the bargaining unit. A temporary assignment will not be in excess of one (1) year unless mutually agreed to in writing by the parties.
- (d) No employee shall be transferred to a position outside the bargaining unit without their written consent.
- 10.03 **The following factors shall be considered when filling job vacancies or awarding promotions in the bargaining unit:**
- (a) **Knowledge, and ability specific to performing the work required in the position;**
- (b) **Physical ability to efficiently perform the work involved;**
- (c) **Seniority.**

If the primary factors (a) and (b) are relatively equal in the judgement of the Employer factor (c) shall be used as the deciding factor in awarding the job opportunity. The employer shall exercise its judgement in a fair and reasonable manner when assessing candidates in job competitions.

For promotions there shall be a three (3) month training period. If during the training period management deems the employee to be unsuitable in the new position or the employee finds the new position unsatisfactory, the employee shall be returned to the position they held prior to the promotion without penalty.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without penalty.

In the event this happens prior to the completion of the trial period the employer may, at their discretion, re-run the original job competition or award the position to the next senior qualified candidate from the original job competition.

An employee who requests to be returned to their former position during a trial period shall not prejudice their application for future promotions or transfers.

In the event there is a reduction in the workforce that results in a layoff or forced transfer, seniority shall be the governing factor provided the employee involved meets the minimum qualifications to perform the work required.

10.04 LOSS OF SENIORITY

An employee shall only lose their seniority and shall be considered terminated for the following reasons:

- (a) If an employee resigns;**
- (b) After eighteen (18) consecutive months of lay off;**
- (c) If an employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;**
- (d) If an employee has been absent for five (5) consecutive working days without an approved leave of absence or is absent in accordance with the emergency leave provisions under the Employment Standards Act, 2000, as amended.**
- (e) If an employee is laid off and fails to return to work within five (5) working days after being notified of recall by registered mail to their last known address on the Shelter's records to report for work and does not give a satisfactory reason;**
- (f) If an employee overstays a leave of absence, granted by the Employer in writing, and does not secure an extension of such leave or provide a reason satisfactory to the Employer for the overstaying of such leave;**
- (g) Upon the date of retirement;**
- (h) Transfer outside the bargaining unit in excess of such term agreed to by a letter of understanding between the Parties**

10.05 An employee shall not accumulate seniority for any purpose while:

- (a) absent from work for more than four (4) months due to a leave of absence; or**
- (b) absent from work for more than twelve (12) months due to incapacity arising from sickness or accident. Provided that although an employee shall accumulate seniority during the said twelve (12) month period, such employee shall not be entitled to an adjustment in **their** wage classification or hourly wage rate on the**

basis of seniority accumulated during the said twelve (12) month period or otherwise.

- 10.06 The Employer has the right to compel any employee who is absent from work for three (3) days or more on account of sickness or accident to be examined by a health care practitioner and a medical certificate submitted to the Employer as a result of such examination. If a certificate is requested, the Employer shall absorb all costs incurred in the obtaining of said certificate.
- 10.07 It shall be the duty of the employee or laid off person to notify the Employer's office promptly, in writing, of any change of address or telephone number. If an employee or laid off person should fail to do this, the Employer will not be responsible for the failure of a notice to reach **them** and any notice sent by the Employer by registered mail to the address which appears on the Employer's personnel records, or telephoned to the telephone number which appears on the Employer's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.
- 10.08 A person who is rehired after losing **their** seniority will be a probationary employee subject to the provisions of Article 10.01(b).
- 10.09 Seniority lists will be posted in the Shelter by the Employer within fourteen (14) calendar days of the signing of this agreement at the following locations
- a) Bulleting board in the main office area
 - b) Bulleting board in the staff lunch room
 - c) Bulletin board in the Agents' office

This list shall be revised every six (6) months and a copy thereof supplied to the Union.

10.10 **JOB POSTING**

The Employer agrees to post all job vacancies for **a minimum seven (7) calendar days to provide all employees with an opportunity to be notified of the vacancy.** During the posting period the employer may temporarily fill the job as it deems proper. In order for an employee to apply, the applicant must have the qualifications to perform the job in accordance with the Employer's quality and care standards. Selection will be made in accordance with the provisions of Article 10.03 hereof. All employees interested in the job vacancy must make **written** application **no later than the close of the posting period.** If there are no suitable **internal** applications, the Employer may fill the vacancy **externally.**

In the event the employer has reason to believe there may be difficulty filling a vacancy from within the existing staff complement the vacancy may be advertised internally and externally simultaneously.

If an employee is promoted or transfers to a higher rated position within the bargaining unit they shall be paid at the appropriate rate (training or job) based on time worked in the position.

Successful candidates to posted positions will serve a three (3) month trial period before being confirmed in the position. If during this three (3) month trial period the employer feels the employee is unsatisfactory in their new position, or if the

employee finds the new position to be unsuitable, they shall be returned to their former position without penalty.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without penalty.

In the event this happens prior to the completion of the trial period the employer may, at their discretion, re-run the original job competition or award the position to the next senior qualified candidate from the original job competition.

An employee who requests to be returned to their former position during a trial period shall not prejudice their application for future promotions or transfers.

If an employee is promoted or transfers out of the bargaining unit, the terms and conditions of the position will be mutually agreed to by the employee, the union and management.

10.11 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 10.03. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

10.12 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on bulletin boards at the following locations:

- a) Bulletin board in the main office area
- b) Bulletin board in the staff lunch room
- c) Bulletin board in the Agents' office

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

10.13 LAYOFF AND RECALL

1. A layoff is defined as a reduction in the work force or a reduction in hours of work.
2. In the event of a layoff employees shall be laid off in reverse order of seniority.
3. Employees shall be recalled in order of seniority.

4. It shall be the duty of the laid off person to **ensure** notify the Employer **is** promptly **notified**, in writing, of **the employee's correct contact information (current mailing address and telephone number)**. If an employee or laid off person should fail to do this, the Employer will not be responsible for the failure of a notice to reach **them** and any notice sent by the Employer by registered mail to the address which appears on the Employer's personnel records, or telephoned to the telephone number which appears on the Employer's personnel records, shall be conclusively deemed to have been received by the laid off person

ARTICLE 11 - HOURS OF WORK

11.01 The Employer does not guarantee the following standard or other hours of work but before any change is made in the stopping and starting times, or new or different shifts are established, there will be prior notice to and discussion with the Union.

11.02 **For full time employees, the scheduled workweek shall consist of five (5) eight (8) hour days, 8:00 a.m. to 5:00 p.m., Monday to Friday.**

By mutual written agreement between the Manager and employee(s) concerned, the regular hours of the work day or the days of the work week may be varied to include any five consecutive days from Monday to Sunday weekly provided no regular shift commences before 7 a.m. or ends later than 7 p.m. daily. The regularly scheduled workweeks of all full-time employees shall consist of five (5) eight (8) hour shifts. Vacation or sick leave replacement may require alternate scheduling to the above but in no case shall a full-time employee that has not agreed to work weekends be required to work more than one weekend in a three-week period.

11.03 The standard pay period shall be from 12:01 a.m. Monday to 12:00 midnight the following Sunday, **to be paid by 4 p.m. the following Thursday. Time cards must be completed and submitted prior to noon on Wednesday of the pay week and must include any special requests for such things as vacation pay advances. Necessary corrections or adjustments to pay cheques shall be made as quickly as possible but no later than the next pay period.**

11.04 **By mutual agreement an employee scheduled to work an eight (8) hour shift in an eight (8) hour period shall be allowed a twenty (20) minute paid lunch break. An employee who works an eight hour shift in a nine (9) hour period will have a one (1) hour unpaid lunch.**

11.05 An employee who properly reports for work as scheduled or as directed but who is sent home **by the employer, for reasons other than discipline, will receive a minimum of four (4) hours pay at their straight time base hourly rate plus the hours worked up to a maximum of scheduled shift hours. Officers will work their scheduled shift from home and receive full scheduled shift pay.**

11.06 All employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and the second half of a shift.

11.07 There shall be no overtime worked in any operation while there are employees on layoff able **and willing** to perform the available work.

ARTICLE 12 - OVERTIME

- 12.01 (a) An employee who is authorized to work in excess of eight (8) hours per shift, shall be paid at the rate of time and one-half **their** wage rate for all hours worked in excess of the eight (8) hours.
- (b) An employee who is authorized to work in excess of forty (40) hours per week shall be paid at a rate of time and one-half **their** wage rate for all hours worked in excess of the forty (40) hours worked.
- (c) A **full time** employee who works **on a Saturday at the request of the employer and such day was not part of their regularly scheduled workweek; they** shall be paid at a rate of time and one-half **their** wage rate for all hours worked.
- (d) An employee who works Sunday shall be paid at a rate of double his wage rate for all hours worked.
- 12.02 Opportunities to work overtime shall be **shared** equally among the employees who are willing and are qualified to perform the work that is available. **An overtime equalization sheet shall be posted and maintained on a weekly basis by management.**
- 12.03 The Employer will keep overtime to a minimum. The overtime sheet shall be posted weekly in the shelter and shall indicate the total of overtime for each employee.
- 12.04 When an employee who has left work and returned home is called into work by the Employer, **they** will be paid a minimum of three (3) hours pay at overtime rates exclusive of premiums. It is understood that this provision shall not apply in the case of an employee who is required to work within a period continuous to the commencement of his regular shift, nor does this apply to an employee on "stand-by".

12.05 PERSONAL ARRANGEMENTS

No overtime will be paid for hours worked in excess of the scheduled daily or weekly hours, or hours not scheduled on Saturday or Sunday, because of personal arrangements between employees. Any such arrangement must be made with the expressed permission of the Manager/Administrator/Acting Interim Manager/ Administrator. **Such arrangements will not be unnecessarily denied.** All such personal arrangements shall be reported and documented in writing to the Manager/Administrator/Acting Interim Manager/Administrator following the end of the shift.

ARTICLE 13 - STAND-BY

- 13.01 (a) An employee on stand-by will be supplied with a pager or cellular phone and shall receive remuneration of two dollars and forty cents (\$2.40) for the year 2008 and two dollars and fifty cents (\$2.50) for the year 2009 and two dollars and sixty cents (\$2.60) for the year 2010 per hour for each hour stand by plus one (1) hours straight time pay, for each call they have to follow up with a personal visit. Any call, due to unforeseen circumstances, which takes longer than one (1) hour to complete, the employee will be paid appropriately at straight time pay.
- (b) On paid holidays as outlined in Article 14.01 (a) an employee on stand-by shall receive remuneration of three dollars and twenty cents (\$3.20) for the year 2008 and three dollars and thirty cents (\$3.30) for the year 2009 and three dollars and forty cents (\$3.40) for the year 2010 per hour for each hour of stand-by from 12:01 to 8:00 a.m. and from the start of the on-call shift to 12 midnight on the day of the paid holiday plus one (1) hour's pay at time and one half for each call which they have to follow up with a personal visit. If any call takes longer than one (1) hour to complete, the employee will be paid appropriately at time and one half pay for the duration of the call.

ARTICLE 14 - PAID HOLIDAYS

- 14.01 (a) The following days shall be recognized as paid holidays for seniority employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Eve Day
Civic Holiday	New Year's Eve Day

and any other day proclaimed as a holiday by Federal or Provincial Government.

In addition to the above noted statutory holidays, full-time employees shall be entitled to three (3) floater holidays per calendar year to be taken off at a time mutually agreeable between the employer and the employee. It is intended that these float holidays will be used in the current calendar year however, with written approval of the employer these float days may be scheduled for use during the first three months of the subsequent year. Approval for this scheduling flexibility will not be unreasonably denied.

- (b) In order to qualify for payment for any of the holidays designated in this Article 14, the employee must work **the full scheduled shift on the day immediately prior to and the full scheduled shift on the day immediately following the holiday unless excused by the Manager.**

(c) **Part-time Public Holiday Pay**

An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred divided by 20.

- 14.02 When any of the paid holidays fall on either a Saturday or a Sunday and are not proclaimed by any Governmental authority as being observed on some other day, the following Monday, and in the case of consecutive paid holidays, the following Tuesday as well, shall be deemed to be holidays for the purpose of this agreement.
- 14.03 An otherwise eligible employee, who is scheduled to work on one of the designated holidays, but does not report for work and work as scheduled, shall forfeit **their** holiday pay for the particular holiday unless excused by **their** immediate non-union supervisor.
- 14.04 Where an employee has been scheduled to work on a paid holiday, and reports and works as scheduled on the paid holiday, **they** shall receive in addition to **their** paid holiday pay as provided herein, payment at time and one-half **their** regular hourly rate of pay. **Employees** shall receive double time for all hours worked on Christmas Day and New Year's Day.
- 14.05 An employee who has not been scheduled to work on the paid holiday, but at the request of the Employer, reports for work and works the paid holiday, shall be paid at double time **their** regular rate of pay in addition to **their** paid holiday pay as provided for herein.
- 14.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer **or at the discretion of the employee an additional day's pay.**
- 14.07 It is understood that an employee will be deemed to have worked **their** scheduled shift before or after a paid holiday if **they are** absent on **vacation, Worker's Compensation, jury duty, bereavement or other approved leave, leave of absence for Union business or are absent on sick leave (and can provide a health care practitioner's certificate, if requested).**

ARTICLE 15 - VACATIONS

15.01 (a) Seniority employees shall be entitled to an annual vacation in accordance with the following schedule. **An employee's vacation period and pay shall be based on their standard work week and their standard rate of pay but shall not include any shift premiums, overtime, or other increments.**

Less than 1 year - 1 day per month to a maximum of 10 days

1 year **or more** but less than 3 years-----2 weeks

3 years **or more** but less than 7 years -----3 weeks

7 years **or more** but less than 15 years-----4 weeks

15 years **or more** but less than 20 years -----5 weeks

20 years **or more** but less than 25 years -----6 weeks

25 years **or more**;-----6 weeks
plus one additional day per year of service thereafter.

(b) **PART-TIME EMPLOYEES**

Part time employees shall be entitled to the following time off as vacation:

Less than 3 years----- 2 scheduled weeks

3 years **or more** but less than 10 years----- 3 scheduled weeks

10 years and over----- 4 scheduled weeks

Vacation pay for part time employees shall be calculated at 2% per scheduled week. Such amount will be calculated on their weekly wages and held in a vacation bank until vacation time is taken or the employee requests a vacation pay payout.

15.02 Where a paid holiday is celebrated during a seniority employee's annual vacation, such employee shall receive an additional day's vacation.

15.03 The vacation year shall extend from January 1st to December 31st. . **Fulltime employees with five (5) or more years of employment may, on request, take up to twenty (20) additional working days unpaid vacation per calendar year. Except in cases of emergency such vacation must be scheduled at least twenty-one (21) days in advance by mutual agreement between the employee and the Manager. Requests shall not be unreasonably denied.**

An employee's yearly entitlement to vacation credits and the employee's progression on the vacation grid will be calculated and granted consistent with the vacation year regardless of the month in which the employee was hired.

- 15.04 Any seniority employee terminating **their** employment at any time in **their** vacation year before **they have** had **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 15.05 An employee may take their holidays at any time during the vacation year and requests for vacation shall be granted on a seniority basis.
- 15.06 Vacation schedules shall be posted on May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- 15.07 Except as otherwise mutually agreed to by the employee and the Employer, an employee shall be entitled to take up to three (3) consecutive weeks of his vacation at any one time.
- 15.08 **Where an employee qualifies for bereavement leave or is hospitalized or incurs a work related lost time injury at the same time vacation was scheduled, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement between the employee and the Employer. An employee may be required to provide proof of bereavement or adequate medical certification.**
- 15.09 **Upon written request, an employee may have any unused portion of their vacation paid out. Such payment shall be processed on the next regular pay date or such date otherwise agreed to, provided sufficient notice is given.**

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. **Unless otherwise agreed in writing between the Parties** leaves of absence shall be without pay or any other form of compensation. An employee **on an approved leave of absence** shall not work in any other position during such leave of absence unless agreed to by the Employer in writing. Such leaves shall not be withheld unjustly.

If an employee wishes to return from a leave of absence earlier than the approved term, **they** must advise **the Manager** when **they** will be returning to work at least **ten (10) days** before **their** intended return.

- 16.02 **A delegate** of the Local Union elected or appointed by the Union to represent the Union at conventions or seminars shall be granted leave of absence without pay and without loss of seniority for a reasonable time not to exceed twenty (20) working days in any one (1) calendar year. **Except in cases of emergency** the Union agrees to notify the Employer in writing at least **ten (10) days** prior to the **requested leave date**. **Such leaves shall not be unreasonably denied. It is understood that such leaves are subject to operational needs and as such it may not be possible to release more than one (1) member at any one time.**

- 16.03 If an employee overstays a leave of absence by **seven (7)** days or more **they will be deemed** to have severed employment with the Employer unless **they** can give an explanation satisfactory to the Employer for **their** inability to return to work on the expiry date of **their** leave of absence.
- 16.04 A leave of absence will be **approved** in writing and such leave of absence will **not** affect an employee's seniority status when used for the purpose granted provided **they** return to work at the expiration of **the** leave.
- 16.05 An **employee absent from work due to illness or injury shall be granted sick leave for the duration of the absence. For absences greater than three (3) days, the employer may request a certificate from a Health Care Practitioner confirming the employee was unfit for work. Employees may be required to provide supplementary medical evidence of disability in the event their absence from work extends beyond the date they were originally anticipated to be able to return to work. Before an employee returns to work from an extended period of sick leave or disability they will be required to provide a medical certificate confirming they are able to safely return to work. Reasonable costs associated with the provision of the medical certificates requested by the employer shall be reimbursed to the employee on submission of a receipt.**
- 16.06 A full time seniority employee shall be granted a leave of absence without pay for any of the following:
- (a) To allow the employee to participate as a candidate in any Federal, Provincial or Municipal election.
 - (b) To allow the seniority employee to work in a full time position with the Union or any body affiliated with the Union to which **they have** been elected or selected.
 - (c) To allow the employee to hold public office to which **they have** been elected.
 - (d) **For education purposes relating to their work or skills upgrading which may be useful to the employer.**

The duration of such leaves shall be established by mutual agreement of the parties.

- (a) to allow the employee to participate as a candidate in any Federal, Provincial or Municipal election,
- (b) to allow the seniority employee to work in a full time position with the Union or any body affiliated with the Union to which **they have** been elected or selected.
- (c) to allow the employee to hold public office to which **they have** been elected.

16.07 JURY DUTY

Each employee who is summoned **to give evidence in any Court for work related issues or** reports for jury duty as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Employer the difference between the employee's regular base rate exclusive of premiums, for the number of hours that **they** otherwise would have been scheduled to work and the daily fee paid by the Court (not including travelling allowance or reimbursement of expenses). In order to receive payment under this Section, an employee must meet all the following requirements:

- (a) Such employee must have given twenty-four (24) hours notice to the Employer that **they have been summoned to give evidence or** for jury duty; and
- (b) Such employee shall furnish satisfactory evidence to the Employer that **they reported to Court on the day's for which payment was claimed.**

16.08 Upon the death of a member of an employee's family, the employee will be granted a leave of absence with pay, for bereavement purposes; as follows:

- (a) Five (5) working days for a parent, spouse/partner, child, step-parent or step-child of the employee.
- (b) Three (3) working days for a ward of the employee, brother or sister, mother- or father-in-law, sister- or brother-in-law, grandparent or grandchild of the employee: or any blood relative permanently residing in the employee's household.
- (c) One (1) working day for the spouse/partner of employee's child; the step-parent, foster parent, foster child, grandparent, step-grandparent or step-grandchild of the employee's spouse/partner; aunt, uncle, niece or nephew; or a relative of the employee who is dependant on the employee for care or assistance.
- (d) Where the funeral occurs outside the province, reasonable travel time up to five (5) working days without pay may be granted at the discretion of the Shelter Manager.
- (e) An employee may request up to one full day paid bereavement leave to attend the funeral of an individual who is not an immediate family member but, is a person with whom the employee has had a close personal relationship with for 3 or more years. To accommodate special circumstances, approval for travel time as outlined in (d) above may also be requested. Requests for leave under this provision shall not be unreasonably denied.
- (f) Special circumstances are at the discretion of the Manager.

16.09 PREGNANCY/PARENTAL LEAVE

Upon written request, leave of absence without pay shall be granted for pregnancy/parental leave in compliance with the Employment Standards Act and the Employer shall continue to pay **its** share of all health benefits during such leave in compliance with the Act.

16.10 EMERGENCY LEAVE

An employee is entitled to take a leave of absence without pay because of any of the following:

- (a) A personal illness, injury or medical emergency unrelated to the workplace**
- (b) The death, illness, injury or medical emergency of an individual described in (c) (i) to (vii) below.**
- (c) An urgent matter that concerns an individual described in (i) to (vii) below.**
 - (i) The employee's spouse or same sex partner.**
 - (ii) A parent, stepparent or foster parent of the employee or the employee's spouse or same sex partner.**
 - (iii) A child, stepchild or foster child of the employee or the employee's spouse or same sex partner.**
 - (iv) A grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse or same sex partner.**
 - (v) The spouse or same sex partner of a child of the employee.**
 - (vi) The employee's brother or sister.**
 - (vii) A relative of the employee who is dependent on the employee for care or assistance.**

An employee who wishes to take leave under this provision shall advise their employer that they will be doing so. Such notice shall be in writing where possible.

If the employee must begin the emergency leave before advising the employer; the employee shall advise the employer of the leave as soon as possible after beginning it. This notification shall, where possible, be made in accordance with the normal reporting processes in the workplace.

An employee is entitled to take a total of ten (10) days' emergency leave each year. If an employee takes any part of a day as emergency leave the employer may deem the employee to have taken one (1) day's leave on that day.

The employer may require an employee who takes leave under the provision to provide evidence reasonable in the circumstances, that the employee is entitled to the leave. The employer may request such evidence be provided in writing where practicable.

On consent of the employer, employees shall be given an opportunity to utilize existing credits in the following order; accumulated sick leave credits, lieu time, or vacation credits, so as to not have to go without pay.

Emergency leave cannot be scheduled in conjunction with the 20 day unpaid vacation leave provided in article 16.

ARTICLE 17 - TEMPORARY TRANSFERS

- 17.01 An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:
- (a) If the transfer is for the convenience of the Employer and the rate of pay in the classification to which **they are** transferred is less than the employee's regular rate of pay, **they** shall receive **their** regular rate of pay.
 - (b) If the transfer is for the convenience of the employee and the rate of pay in the classification to which **they are** transferred is less than the employee's regular rate of pay, **they** shall receive such lesser rate.
 - (c) **If the transfer is to a higher rated classification and the transfer lasts for one (1) hour or more, the employee will receive the higher rate of pay for all such hours worked. In certain situations, where an employee does not possess the designation required to assume the full duties of a particular classification (i.e. Agent) the appropriate rate would be the rate for the classification that most accurately matches the duties being performed.**
 - (d) **When seniority part-time employees are called in to replace full-time employees who are absent for any reason, they will be compensated in accordance with Article 17.01(c) above.**
 - (e) **The provisions in Article 17 above will not apply to Casual Relief employees.**

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

- 18.01 The classifications and weekly wage rates set out in Appendix "A" which is attached hereto and hereby incorporated herein shall form part of this agreement.
- 18.02 On each weekly pay day the Employer shall provide each employee with an itemized statement of his wages and deductions. The pays are to be enclosed in envelopes and sealed. An employee who receives an **incorrect** statement of wages and deductions **resulting in a wage shortage shall receive** the additional monies owing **as soon as possible but not later than the next pay period.**

- 18.03 The principle of equal pay for equal work shall apply, regardless of **gender**.
- 18.04 Employees may, upon at least three (3) days' notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- 18.05 **Meal Allowance: employees required to work two (2) or more consecutive hours of unscheduled overtime either preceding or succeeding any shift, shall be provided a \$10.00 meal allowance. It is understood this provision does not apply to overtime worked by on-call employees.**
- 18.06 The employer agrees to reimburse employees up to five hundred dollars (\$500.00) per approved course for books, tuition, and materials upon proof of successful course completion. Authorization must be approved in advance in order to qualify for reimbursement.

ARTICLE 19 - JOB DESCRIPTIONS

- 19.01 (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days.
- (b) Job descriptions will be revised and appended to this Agreement.

ARTICLE 20 – BENEFITS, SICK LEAVE AND PENSION

20.01 BENEFITS

The Employer agrees to pay one hundred percent (100%) of the premium costs of the benefits covering all of its full-time employees and their dependents (as defined by the policy) as attached as Schedule "B." The **benefit carrier/plan** may be amended from time to time providing that the coverage is **equal** to or better than that provided by the plan in effect on the signing date of this Agreement.

In addition to the above, the Employer **shall provide vision** care coverage of **\$300.00** each, every two years per employee and dependants and hearing aids to **\$500.00** each, per year per employee and dependants.

- 20.02 Only seniority employees shall be eligible to receive the benefits of this Article.
- 20.03 The Employer shall continue to pay its share of the cost of the required premiums as set out in Articles 20.01 for an employee who is absent from work on account of illness for a period of not more than one (1) calendar year from the date of commencement of such absence. If the employee is unable to return to regular full time work after the aforementioned period of one (1) calendar year, the employee may continue the coverage of the various plans set out in Articles 20.01 by paying the full cost of such plans **themselves**.

20.04 Notwithstanding anything to the contrary contained in this Article with regard to the coverage provided under the various plans, the benefits and plans referred to in Articles 20.01 and 20.02 are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and all matters pertaining to the existence and extent of benefits and conditions.

20.05 **SICK TIME**

A full time employee is credited with one and one-half (1-1/2) days per month Sick Time for each month in which **they have** worked at least ten (10) full working days. If such Sick Time days are not used for legitimate sickness or accident not payable by **Worker's** Compensation, then the remaining Sick Time standing to an employee's credit, can be accumulated from year to year to a total maximum of **one hundred thirty one (131)** days. If an employee with more than five (5) years service resigns, retires or dies, **their** estate shall be paid one-half (1/2) of **their** accumulated Sick Time credits to a maximum of **thirty (30)** days.

An employee may be required to produce proof of sickness **in the form of a medical certificate** after three (3) days' absence. **Reasonable costs associated with the provision of the medical certificates requested by the employer shall be reimbursed to the employee on submission of a receipt.**

20.06 When an employee has not been working because of an extended illness, leave of absence, or any other cause, it shall be **their** responsibility to arrange with the Employer for **their** return to work at least one (1), but not more than two (2) regular working days prior to the time of **their** intended return.

20.07 It is agreed that if and when the Employer's Wage Loss Replacement Plan qualifies for any reduction in the premiums payable for Employment Insurance, that each employee waives any claim to any portion of such reduction.

20.08 Definition of Health Care Provider: For the purpose of this Collective Agreement, Health Care Practitioner shall mean a practitioner of medicine qualified to practice medicine in the Province of Ontario, including but not limited to a general practitioner, a dentist, a surgeon and/or specialist or a psychiatrist. It is understood that this is not an exhaustive list.

20.09 **PENSION**

The parties agree to implement a contributory Pension Plan based on the London Life Insurance Plan. The Plan contributions by the Employer shall be five percent (5%) of base pay and the Employees also contributing a minimum of five percent (5%) of base pay and having the option of making additional contributions. This Plan is applicable to full-time employees only.

ARTICLE 21 - SAFETY AND HEALTH

- 21.01 Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing **and training needed to perform the work safely**. The Employer shall arrange for WHMIS training for these employees.
- 21.02 An employee who is injured during working hours and is required to leave for treatment, **is deemed unfit for work by a medical practitioner** or is sent home **by the employer** as a result of such injury shall receive payment for the remainder of the shift at **their** regular rate of pay **less normal** deductions. **The Parties are required to file incident reports in a timely manner.**
- 21.03 Transportation to the nearest Health Care Practitioner for employees requiring medical care as a result of an incident shall be at the expense of the Employer.
- 21.04 First aid equipment shall be provided and maintained by the Employer in accordance with legislation. **Each mobile unit shall also be supplied with a First Aid kit, which shall be maintained by the Employer.**
- 21.05 **RABIES INOCULATION**
1. Rabies and Hepatitis B shots will be paid for by the Employer and made available for all employees with one year active status. New employees will be required to initially pay for the required inoculations and will be fully reimbursed after one year of employment. Such shots shall be administered as soon as possible when requested but no later than sixty (60) calendar days of the request.
 2. All employees shall be required to have annual testing for rabies titre. Any costs for such testing will be paid by the Employer.
 3. An employee who provides a medical certificate preventing such vaccination shall not be required to have the annual vaccination/testing.
- 21.06 The Union shall be notified immediately of each accident or injury requiring a Workplace Safety and Insurance Board report, in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding an employee's WSIB claim to both the Union and the injured worker.
- 21.07 The Union and the Employer agree to abide by all applicable provisions of the Workplace Safety & Insurance Act, Occupational Health & Safety Act and Regulations, including WHMIS and designated substances.

The Union acknowledges its responsibility and that of its members to cooperate in the maintenance of safe working practices and conditions and the observance of rules in this regard. All necessary forms and reports will be completed in a timely manner.

ARTICLE 22 - UNIFORM AND CLOTHING ALLOWANCE

22.01 It is recognized and agreed by the parties that the Animal Control Officers and Members of the Staff are required to wear uniforms; therefore, the Employer shall supply and maintain such uniforms. The present practice of the Employer as to the style and the number of uniforms supplied shall be continued.

On completion of the training period the initial basic uniform set provided for each employee will comprise the following:

Full time Officer/Agent: tie, one (1) winter/spring coat, three (3) trousers, five (5) shirts, one (1) winter hat,

Full time Kennel/Inside: three (3) trousers, five (5) shirts. A pant/shirt set may be replaced with dark blue scrubs on a one for one basis.

Part time Officer/Agent (A): three (3) trousers, five (5) shirts, one (1) winter/spring coat, one (1) winter hat,

Part time Officer/Agent (B): two (2) trousers, three (3) shirts, one (1) winter/spring coat, one (1) winter hat,

Part time Kennels/Inside (A): three (3) trousers, five (5) shirts. A pant/shirt set may be replaced with dark blue scrubs on a one for one basis.

Part time Kennels/Inside (B): two (2) trousers, three (3) shirts. A pant/shirt set may be replaced with dark blue scrubs on a one for one basis.

Casual employees shall be entitled to one pair of pants and one shirt. Casual employees that move to permanent full or part time status will receive the balance of the basic uniform allowance.

In addition to the foregoing Officers and Agents may request the employer supply them with one pair coveralls for what would be considered dirty work.

Rain protection shall be provided and maintained as standard equipment in each vehicle.

In addition to the uniform allowance, officers/agents will be provided with the following equipment: a duty belt, gloves, pepper spray and pepper spray holder and a latex glove pouch. Agents will also be provided with an asp and asp holder.

22.02 The Employer shall replace uniform items when the Employer considers that such replacement is necessary. The employee shall return the old items as they are replaced.

In circumstances where an employee's uniform is badly soiled or is damaged in the performance of their duties the employee may request that the employer pay to have the uniform cleaned, repaired and or replaced as necessary. It is understood that employees are expected to exercise reasonable care in the maintenance of

their uniform and equipment. Clothing and equipment damaged by employee abuse shall be replaced at the employee's expense.

22.03 The Employer shall compensate seniority employees for C.S.A. approved safety footwear on the following basis:

- **Animal Care employees shall receive up to one hundred (100) dollars on submission of receipt once per each 1500 hrs worked.**
- **Officers shall receive up to one hundred fifty (150) dollars on submission of receipt once per each 1500 hrs worked.**

Reimbursements for safety footwear will be issued with the first regular pay period following submission of receipt.

ARTICLE 23 - GENERAL CONDITIONS

23.01 The Employer agrees to supply and make **bulletin boards** available to the Union for the posting of seniority lists and Union notices. It is agreed that no notice will be posted **in the workplace** without prior initialled approval of the Employer. Seniority lists to be posted with copies to the Union no later than March 1st and November 1st of each year.

The following **locations** are considered acceptable for the posting of any seniority lists and union notices at the Shelter:

- a) **Bulletin board in the main office area**
- b) **Bulletin board in the staff lunch room**
- c) **Bulletin board in the Agents' office**

23.02 The Employer shall supply all tools and equipment, which are required by the Employer to be used by the employees in the performance of their duties. The Employer agrees that it will replace tools **and equipment as required**. If such **replacement** is due to **misuse** or employee negligence, the employee may be liable for replacement cost or part thereof. The employee must turn in the tools or equipment to be replaced. **In the event a tool or equipment is lost, the employee must provide a reasonable explanation.**

All Employer property including, but not limited to the following, must be returned to the Employer upon leaving employment:; keys, credit cards, personal identification, cameras and uniforms. **All** such items must be in good condition subject to normal wear and tear.

Failure to return all equipment prior to final pay cheque will result **in the** equipment replacement cost being deducted from the final pay **in the amount of one hundred (\$100) dollars**. If the equipment is returned within twenty (20) days of the final pay period then the **one** hundred dollar (\$100.00) deduction will be returned to the employee. Officer duty books are deemed property and equipment of the Society.

23.03 Where coverage supplied through its Comprehensive Liability Policy does not apply, the Society shall supply legal counsel where necessary, as determined by the Employer, for any action initiated against any employee by virtue of the performance of **their** duties in

the course of employment.

- 23.04 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.
- 23.05 All provisions of this agreement are subject to applicable law now or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate any portion of this agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire agreement shall not be invalidated and the remaining rights, privileges and obligations of the employees shall remain in existence.
- 23.06 **Labour Management Committee: During the lifetime of this Agreement the Parties agree to set up a committee to be called "Labour/Management Committee". The Committee shall consist of two (2) persons chosen by the Employer and two (2) persons chosen by the Union. The Committee shall meet within fifteen (15) days at the written request of either Party. Employees shall not lose pay nor shall the Employer be obligated to pay for any hours outside an employee's work schedule. It is agreed that the Committee may discuss matters of mutual interest and concern provided that matters are not the subject of a grievance or a matter or collective bargaining.**

ARTICLE 24 - COPIES OF AGREEMENT

- 24.01 The Union and the Employer desire every employee to be familiar with the provisions of this agreement. For this reason, the Employer shall print sufficient copies of the agreement within thirty (30) days of signing. **Each employee shall be issued a copy of the collective agreement.**

ARTICLE 25 - CORRESPONDENCE

- 25.01 Except as otherwise provided, any notice which either party desires to give to the other, shall be given by fax or mail as follows:

To the Employer: The Manager
Welland and District Humane Society
60 Provincial Street
Welland, Ontario L3B 5W7

To the Union: Canadian Union of Public Employees
Two Westport Centre
110B Hannover Drive, Suite 103
St. Catharines, Ontario L2W 1A4

Copy to: The Unit Vice-President

Copy to: The President
CUPE Local 1287
133 Front St. N. Unit 6
Thorold, ON L2V 1X6

ARTICLE 26 - DUPLICATION OF PAY

- 26.01 (a) **An employee shall not receive duplicate payments for the same period of time:**
- (i) under more than one provision of this agreement except for shift premiums and overtime; and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; nor
 - (ii) under a provision of this agreement and from an outside source to which the Employer makes direct contributions such as Workplace Safety and Insurance Board, Employment Insurance, Canada Pension Plan, etc., with the understanding that this does not affect the methods of handling make-up of pay for **Court** duty as specified in Section 16.07.
- (b) In the event of a situation where duplicate payment under sub-section (a) above might be in question, the Employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

ARTICLE 27 - RETIREMENT AGE

- 27.01 **In the interest of employee, public and animal safety any employee seeking to work beyond the end of the month in which they turn sixty-five (65) years of age may be required to provide medical documentation confirming their continued fitness for the physical and mental demands of their occupation.**

The employer may request additional medical certification when it has reasonable grounds to do so or at the expiration of a two (2) year period.

On submission of receipts, the employer shall reimburse employees for reasonable costs associated with the provision of these medical certificates.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall become effective on the 1st day of July, **2007** and shall remain in full force and effect until the 30th day of June, **2011**, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing of its desire to negotiate amendments to this Agreement.

Notice that amendments are required shall only be given during the period of not more than three (3) months prior to the 31st day of June 30, **2011**, or similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet within fifteen (15) days for the purpose of negotiations.

28.02 **All matters shall be effective as specified or upon signing of the Agreement or as soon as practicable thereafter.**

28.03 During negotiations upon any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed or until conciliation proceedings have been completed, whichever comes first.

Signed at Welland, Ontario this _____ day of _____, 2008.

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1287
(WELLAND & DISTRICT HUMANE SOCIETY UNIT)**

WELLAND & DISTRICT HUMANE SOCIETY UNIT

_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A" – WAGES

Classification	July 1/08 to Dec. 31/08	Jan. 1/09 to June 30/09	July 1/09 to Dec. 31/09	Jan. 1/10 to June 30/11
SENIOR ENFORCEMENT OFFICER / INSPECTOR	\$18.65	\$19.30	\$19.90	\$20.60
AGENT	\$17.65	\$18.30	\$18.90	\$19.60
ACO/ANIMAL CARE	\$17.15	\$17.80	\$18.40	\$19.10
CASUAL RELIEF WHO ARE NOT SCHEDULED. (Called in as needed for relief or vacation shifts)				
Relief Shift for ACO/ANIMAL CARE	\$14.58	\$15.13	\$15.64	\$16.24
* PART-TIME EMPLOYEES (B) (Regularly employed for less than 25 hours per week and on completion of Training and trial periods)				
AGENT	\$15.00	\$15.56	\$16.07	\$17.25
ACO/ANIMAL CARE	\$14.58	\$15.13	\$15.64	\$16.81
**SCHEDULED PART-TIME EMPLOYEES (A) (Regularly employed between 25 and 34 hours per week and on completion of Training and trial periods)				
AGENT	\$15.89	\$16.47	\$17.01	\$18.62
ACO/ANIMAL CARE	\$15.44	\$16.02	\$16.56	\$18.15
* Part-Time Employees (B) – Effective January 1, 2011 a further 3% in lieu of benefits has been added. ** Scheduled Part-Time Employees (A) – Effective January 1, 2011 a further 5% in lieu of benefits has been added.				
Note: In the event a part-time employee (B) works more than twenty-five (25) but less than thirty-four (34) hours per week they shall be compensated at the Scheduled Part-time (A) rate for all hours in excess of twenty-five (25) hours. Notwithstanding the foregoing it is agreed that when Scheduled Part-time or Part-time employees (A) or (B) are authorized by the employer to replace regular full time employees they shall be compensated at the appropriate full time rate and effective January 1, 2011, be paid an additional 5% in lieu of benefits for all hours worked.				
Note: The wage rate for newly hired employees engaged in the 2-week training period shall be fixed at 75% of the actual job rate for the position. On completion of the training period the wage rate for new employees will be fixed at 85% of the established wage rate for the position until they have completed 6 months. On completion of 6 months employees will move to the established wage rate for their position.				

LETTER OF UNDERSTANDING

Between:

THE WELLAND AND DISTRICT HUMANE SOCIETY

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND THE WDHS UNIT OF LOCAL 1287**

RE: DUTIES PERFORMED BY THE SHELTER MANAGER

As part of the Collective Agreement between the above Parties, it is agreed:

In certain situations the Shelter Manager may assist staff in the performance of bargaining unit duties from time to time. It is understood that this assistance shall be limited to emergency situations or provided at the specific request of a staff member when other bargaining unit members are not reasonably available to assist.

Where situations create health and safety hazards and bargaining unit members are not reasonably available, the Shelter Manager may also do property maintenance or make repairs to the shelter or equipment when needed.

Further, persons excluded from the bargaining unit may provide occasional assistance throughout the day to bargaining unit staff to ensure the services provided at the shelter are maintained at a satisfactory level.

- (a) Periodically answer the telephone when staff are either not available otherwise occupied;**
- (b) Assist with some office work:**
 - i) Adoptions**
 - ii) Book Work**
 - iii) Dispatch**

The parties agree the above noted assistance shall not result in the elimination of bargaining unit positions or result in a reduction in scheduled hours of work.

Signed at Welland, Ontario this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

THE WELLAND AND DISTRICT HUMANE SOCIETY

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND THE WDHS UNIT OF LOCAL 1287**

RE: JJE AND PAY EQUITY

It is agreed between the parties that Job Evaluation and Pay Equity will be dealt with prior to the expiration of this Collective Agreement.

Signed at Welland, Ontario this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

BENEFIT PLAN

